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AGREEMENT BETWEEN

*THE GALLIA COUNTY LOCAL
BOARD OF EDUCATION*

AND

*THE GALLIA COUNTY LOCAL
SUPPORT STAFF ASSOCIATION*

DURATION

JULY 1, 2013 - JUNE 30, 2015

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ARTICLE 1
RECOGNITION AND NEGOTIATIONS PROCEDURES

A. BARGAINING UNIT

1. The Gallia County Local Board of Education, hereinafter referred to as the "BOARD", recognizes the Gallia County Local Support Staff Association, OEA/NEA Local, hereinafter referred to as the "ASSOCIATION", as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code.
2. Employees eligible to be considered part of the bargaining unit are all full time and regular short hour employees in the following classifications, who are regularly assigned to a work schedule:
 - a. Head Cooks
 - b. Cooks
 - c. Head Mechanics
 - d. Mechanics
 - e. Custodians
 - f. Aides/Para Professionals
 - g. Secretaries
 - i. Custodian/Courier
3. The following positions are excluded from the bargaining unit:
 - a. Treasurer
 - b. Secretary to Superintendent
 - c. Central Office Personnel
 - d. Substitutes

B. NEGOTIATIONS PROCEDURE

1. Scope of Bargaining:

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement are subject to collective bargaining.
2. Procedures:
 - a. A written request for the initiation of negotiations by either party shall be submitted in writing to the other party no earlier than ninety (90) nor later than sixty (60) days before the expiration of the current Agreement unless otherwise agreed upon by both parties.
 - b. A mutually accepted meeting date shall be set not more than fifteen (15) days following such request. Specific contract proposals for negotiations shall be submitted in writing by the Association to the representative(s) of the Board at the first meeting. Following the submission of the Association issues, the

Board shall submit in writing any specific proposals it wishes to negotiate to the Association representative(s) at the first meeting. No additional items shall be submitted by either party following this exchange unless mutually agreed upon by the parties. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed to by the parties.

- c. Each team shall be comprised of not more than eight (8) members including the consultant. The association team will be comprised of representatives from the following classifications:

- | | |
|---------------|----------------|
| 1. cooks | 5. aides |
| 2. mechanics | 6. secretaries |
| 3. custodians | 7. consultant |
| 4. drivers | |

Both teams will be allowed to have floating alternates.

- d. Each team may have a maximum of one (1) observer attending a negotiation session. However, observers shall not disrupt, interfere, or participate in the negotiation process.
- e. Meetings between the negotiation teams will be held at mutually agreeable times and places.
- f. All bargaining sessions shall be held in Executive Session.
- g. News releases to the public media during negotiations shall be made only by mutual agreement as to when and the content of said releases.

3. Agreement:

- a. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreements by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.

When tentative agreement is reached on all items, the proposed total agreement shall be reduced to writing as a tentative agreement and submitted to the Association for approval.

The Board shall take action on the tentative agreement within ten (10) days of approval by the Association. When approved by both parties, the agreement shall be signed by the Presidents of the Board and the Association and shall be binding on both parties. The Board and the Association shall share the cost of printing the Agreement.

4. Disagreement:

- a. In the event the parties are unable to reach agreement on all issues submitted for negotiations, either party may declare impasse and request that all unresolved issues be submitted to mediation. Upon receipt of a written request by either party that an impasse has been declared, within five (5) calendar days a joint request signed by the President of the Association, or his/her designee, or the Superintendent, or his/her designee, shall be submitted to the Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached through mediation within twenty (20) calendar days after the first meeting with the mediator and it appears that no more meaningful discussions can be accomplished, the Association may initiate the provisions of Section 4117.14 (D) (2) of the Ohio Revised Code.
- b. The cost of employing all mediation services shall be shared equally by the Association and the Board.
- c. It is also agreed by the Association and the Board that the procedure outlined in this Agreement to negotiate and resolve disputes shall supersede all requirements established in Section 4117.14 of the Ohio Revised Code.

5. Non-Discrimination:

No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations or non-membership in the Association, or because of race, national origin, religion or marital status and to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical handicap.

ARTICLE 2
PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from wages of employees the payment of dues to the Association. Signed authorization must be submitted to the Board Treasurer by September 25.
- B. If the amount has changed from the previous year, then by September 25 of each year, the Association will notify the Board's Treasurer as to the total amount of fees to be deducted. Such notification shall be in the form of a letter signed by the Association President.
- C. Monthly payroll deductions shall be forwarded to the Treasurer of the Local Association within fifteen (15) days after the deductions are made along with an accounting as to each amount withheld and from whom it was deducted.

- D. Deductions shall be made in twenty (20) equal installments beginning with the first paycheck in October and continuing with each paycheck until all installments have been deducted.
- E. The authorization for payroll deduction of dues shall continue in effect until such time said individual gives written notice to the Treasurer of the Board to discontinue such deductions or until employment with the Board terminates. A copy of said written notification shall be sent to the Association President.
- F. FAIR SHARE FEE:
1. In accordance with the provisions of Section 4117.09 (c) of the Ohio Revised Code, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Gallia County Local Support Staff Association fair share fee for the Association's representation of such non-members during the term of this Agreement.
 2. The Association shall provide reasonable notification to non-members of the "fair share fee" and their right to object to the amount of the fee prior to the deduction of this fee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. The Association make available to any non-member so requesting the required financial disclosure upon which the "fair share fee" was determined.
 3. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (c) of the ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
 4. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
 5. Notice of the amount of the annual fair share fee which shall not be more than 100 percent of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 15th of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.
 6. Payroll deductions of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her

rights under the Association's internal rebate procedure.

7. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
8. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted.
9. The Association shall indemnify and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Fair Share Fee Procedure.
10. The Association shall extend to the Board the right to designate its own counsel to assist in the defense in addition to allowing the Board the right to waive indemnification by the Association at any time and provide its own defense.

ARTICLE 3
MANAGEMENT PREROGATIVES OF THE BOARD

- A. Except as specifically limited by the terms and provisions of this Agreement, the Board and the Superintendent shall retain all rights, powers, and authorities vested in it prior to the date of this Agreement.
- B. The rights, powers and authorities mentioned in (A) above shall include but shall not be confined to the following:
 1. The right to manage and control the schools and to determine all locations for school facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the school system, the right to determine all schedules, schedules of events, schedules of working hours, assignments of employees, and the right to establish and maintain standards of quality and workmanship, to establish, maintain and amend occupational classifications, to establish working rules and regulations, to lay off and recall employees whenever necessary.
 2. The power to establish rules and regulations governing all employees and pupils, the administration of the school district, use of school district property, attendance at meetings, and the compensation and reimbursement of expenses therefor.
 3. The authority to hire, rehire, promote, assign, reassign and supervise employees, and to determine shift schedules.

4. All rights, powers and authorities granted at any time to Board of Education and School Superintendents by the laws of the State of Ohio.
- C. Where the rights, powers and authorities itemized in (B) above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein.

ARTICLE 4
ASSOCIATION RIGHTS

- A. The Association shall have the following exclusive rights:
1. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
 2. To use Board-owned equipment including typewriters, calculators, duplicating equipment, public address equipment, and audio-visual equipment at times which do not interfere with the operation of the school system. Any expendable supplies such as duplicating masters and stencils, will be supplied by the Association.
 3. To use the inter-school mail system in the schools offices to distribute Association bulletins, newsletters, or other circulars.
 4. To use bulletin boards in employee lounges or workrooms to disseminate information to members.
 5. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board of Education and the Administration.
 6. To allow representatives to call meetings of Association members within the building, but not on school time or in conflict with other scheduled meetings.
 7. To allow or permit the President of the Association or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the principal of his/her presence. Visits that are made to discuss special problems of classified employees must be arranged mutually in advance with the principal. The visits to the schools must not interfere with duties assigned by the Board and Administration.
 8. A bargaining unit member shall have the right to have an Association representative assist, accompany, or speak on his/her behalf in discussions with the administration that are disciplinary in nature. The administrator involved shall provide prior

notification to the bargaining unit member if the discussions are to be of a disciplinary nature. Such prior notification shall provide the member ample opportunity to secure a representative.

9. The Association and its members shall be granted the same input and voting rights related to the adoption of the school calendar as are given all other employees of the District.

B. The Association will be provided with:

1. Upon request by the Association President, the Association will, within a reasonable time thereafter, be provided, at no charge, public documents that are regularly and routinely prepared in the normal course of the School District's business which contain information relevant and necessary to the Association's handling of grievances or preparation for collective bargaining negotiations. The President of the Association will be provided a copy of all Board Agendas and all non-confidential attachments thereto and any amendments prior to the Board meeting.
2. Upon specific request for a specific item, any other data or documents which will assist it in developing intelligent, accurate, informed, and constructive programs for members, together with other available information which may be necessary to formulate programs or process grievances.
3. A place on the agenda of all regular board meetings to be used to communicate with the Board.
4. A place on the agenda of all meetings called by the Administration, whether county-wide or within buildings, if permission is granted by the administrator calling the meeting. Permission must be granted in advance of the meeting.

ARTICLE 5
GRIEVANCE AND ARBITRATION PROCEDURE

A. DEFINITIONS:

1. A "grievance" is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. A "day" shall mean a scheduled work day.
3. A "grievant" shall be defined as a member of the bargaining unit, a group of members of the bargaining unit, or the Association.
4. A "group grievance" shall have arisen out of the same or similar circumstances affecting each member of the group. All group grievances shall be signed by at

least two (2) members so affected.

5. An "Association grievance" shall be a grievance filed by the Association on behalf of itself and shall be confined to an alleged violation, misapplication or misinterpretation of a right granted to the Association or to the entire bargaining unit.

B. GENERAL PROVISIONS:

1. No grievant may be represented by any employee organization other than the Association in any grievance procedure initiated pursuant to this procedure.
2. A grievance may be withdrawn at any level without prejudice or record. The Association has the right to be present for the adjustment of any and all grievances. The Association President shall receive copies of all communications in the processing of grievances at the time the grievant is notified.
3. An aggrieved bargaining unit member shall initiate action on a grievance under the grievance procedure within fifteen (15) days of the event or circumstance being grieved, or the right to use this grievance procedure shall be deemed waived unless otherwise agreed upon by both parties to this Agreement. The time limits provided herein shall be adhered to strictly as maximums for each grievance to ensure rapid resolution of problems and issues concerned, unless otherwise agreed by both parties to this Agreement. Lack of adherence to the time limits by the aggrieved shall result in the resolution of the grievance on the basis of the answer of the party against whom the grievance has been instituted at the previous step of the grievance procedure. Lack of adherence to the time limits by the Administration at any level of the procedure shall grant the grievant the right to pursue the grievance to the next level of the procedure. Time limits may be extended only by mutual agreement of all parties concerned.
4. The official grievance form (included in the Appendix to this Agreement) shall include the following information:
 - a. A brief description of the alleged grievance and the time, place and date it occurred;
 - b. The specific contract provision(s) alleged to be violated, misapplied, or misinterpreted;
 - c. The relief or remedy sought;
 - d. The date of submittal;
 - e. The signature of the grievant submitting the alleged grievance.

5. GRIEVANCE RECORDS:

- a. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved, and the appropriate administrator.
- b. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in the procedures described in this Agreement.
- c. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and designated officials of the Association, including Building Representatives and members of the Association Grievance Committee.
- d. Records of the grievance proceedings shall be confidential information as permitted by Ohio law. Official records shall be kept in a separate confidential file by the Treasurer of the Board.
- e. No employee shall be subject to discrimination, harassment or intimidation as a result of filing a grievance or utilizing the grievance process.
- f. All written communications shall be hand delivered or mailed certified mail return receipt requested.
- g. All Group and Association grievances which affect more than one (1) building and/or attendance area shall be filed formally at Level III.
- h. All grievance meetings and hearings shall be held at locations and times that will give all participants required to be present a reasonable opportunity to attend.

C. PROCEDURE:

1. LEVEL ONE - INFORMAL:

Within fifteen (15) days of an event upon which a grievance is based, the grievant shall discuss the problem with the grievant's immediate supervisor. The grievant may do this alone or with his/her grievance representative. In cases where the Board or the Administration is the grievant, the grievance procedure shall begin at Level Two.

2. LEVEL TWO - FORMAL:

- a. In the event the aggrieved person is not satisfied with the disposition at Level One, or no decision has been rendered within five (5) days after the informal

meeting, the grievant may inaugurate formal proceedings. Formal proceedings shall be inaugurated by the filing of a written grievance within five (5) days after the informal discussion.

- b. In all levels of the formal proceedings, official Grievance Report forms shall be made in triplicate; one (1) for the aggrieved; one (1) for the Administration; and one (1) for the Association.
- c. Within five (5) days of the filing, a hearing shall be held between the aggrieved, the immediate supervisor, and one (1) Association representative, and other parties needed to give information relative to the grievance. The disposition of the Supervisor shall be added by the Supervisor to the Grievance Report Form in triplicate within five (5) days after adjourning this hearing.

3. LEVEL THREE

- a. If the aggrieved is not satisfied by the disposition of the immediate Supervisor, he/she may seek a hearing with the Superintendent or his/her designated representative within five (5) days after receipt in writing of the Supervisor's answer at Level Two, by completing Step Two of the Grievance Report Form in triplicate and submitting it to the Superintendent. Within the next five (5) days a hearing shall be arranged between the aggrieved, the Superintendent, or his/her designated representative (who must be someone other than the aggrieved person's immediate supervisor) and a representative of the Association, and other parties that may be needed to give information relative to the claim.
- b. The disposition of the Superintendent or his/her designee shall be completed in writing within five (5) days after adjourning this hearing.

4. LEVEL FOUR

- A. If the grievance is not resolved at Level 3, the issue shall be referred to grievance mediation. A mediator shall be selected from a source agreeable to both parties. Sources include, but are not limited to, FMCS, AAA, SERB, private, etc. The selection of the source shall be made within fifteen (15) days of receipt of the Superintendent's answer at Level 3.
- b. The timeline for arbitration shall be frozen until mediation has ended.

5. LEVEL FIVE

- a. If the aggrieved is not satisfied with the disposition in Level 4, he/she may (through the Association) request in writing that the issue be submitted to arbitration within fifteen (15) days after receipt of the answer of the Level 4 hearing. The decision to seek arbitration rests with the Association.
- b. The grievance shall then be submitted to the American Arbitration Association for the processing. The Grievance and Arbitration Procedure shall be the means of settling all grievances.
- c. Each referral to arbitration shall embrace but one (1) such matter in dispute, unless otherwise stipulated by agreement between the Association and the Board.
- d. The arbitrator shall be selected in accordance with the voluntary rules of the American Arbitration Association. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of AAA.
- e. The arbitrator shall have no authority to add to, or subtract from, or in any way modify the provisions of this Agreement.

ARTICLE 6
NO STRIKE - NO LOCK OUT

- A. The Board shall not lockout any bargaining unit members during the term of this Agreement.
- B. The Association agrees that there will be no strike during the term of this Agreement.

ARTICLE 7
PERSONNEL FILES

- A. There shall only be one (1) official personnel file for each bargaining unit member, which shall be maintained in the Superintendent's Office. Anecdotal files may be maintained by the building principal or other supervisors, but only information contained in the official personnel file may be used in making personnel decisions. All files will be subject to provisions B - H below.
- B. Upon written request, each employee shall be able to review his/her personnel file(s), including the employee's application. Effective July 1, 1997, all applications, beginning with the initial application utilized at the date of hiring, will be maintained in the employee's personnel file.
- C. The employee may obtain copies of any material reviewed in accordance with paragraph

- (A) above.
- D. The employee shall initial any material reviewed and shall have the opportunity to reply in writing to any such material. Such reply shall be included in the personnel file(s).
- E. All entries made to a member's personnel file(s) shall be signed by the person making the entry. There shall be no anonymous documents maintained in a member's file(s).
- F. A copy of all materials placed in the file(s) shall be sent to the member upon placement. Both the original and the copy shall show the date of the filing.
- G. If a public records request to inspect a bargaining unit member's personnel file is made by anyone other than an authorized official of the school district, the administration shall verbally notify the member or the Association President within twenty-four (24) hours after the request is received by the administration.

ARTICLE 8
EVALUATION PROCEDURE

- A. To assist in maintaining a high standard of efficiency, the following evaluation procedures will be implemented.
- B. The formal evaluation shall be completed on the non-certified employee evaluation form. In the event the Board wishes to make modifications to the existing evaluation instrument, it shall notify the Association President and provide a copy of the modified evaluation instrument to the Association President six (6) months prior to utilizing the new evaluation instrument.
- C. The employee may write his/her comments on the evaluation form after the evaluation is completed.
- D. Each employee shall sign his/her evaluation form after the evaluation has been discussed with the employee's supervisor. Such signing does not mean that the employee agrees with the evaluation.
- E. At a minimum, formal evaluation shall be completed on each employee prior to a change in contract status. Employees on a continuing contract shall be formally evaluated at least every two (2) years.
- F. In order that an Association Representative may be physically present, the bargaining unit member shall be notified in writing forty-eight (48) hours prior to any formal evaluation conference pursuant to this section which may result in disciplinary action being taken against the unit member.
- G. Evaluation Guide

1. Job Knowledge - Is familiar with and understands job requirements. Possesses skills necessary for the job.
2. Quality of Work - Performs assigned tasks in a conscientious manner. Completes work on time.
3. Quantity of Work - Produces quantity of work normally accepted for the position.
4. Attendance

ARTICLE 9
SAFETY COMMITTEE

- A. A Labor/Management Safety Committee composed of three (3) members appointed by the Superintendent and three (3) members appointed by the Association shall be formed.
- B. The Committee shall meet four (4) times annually (September, November, March and May). Additional meetings may be called by either party if the severity of the situation warrants immediate attention.
- C. The powers of the Safety Committee shall be limited to gathering information pertaining to the safety of employees and students in the school system and making recommendations for safety changes to the Superintendent.
- D. The Committee shall report its recommendations in written form to the Board after each Committee meeting. Matters considered of an emergency nature shall be brought to the immediate attention of the Superintendent.
- E. Committee meetings shall be scheduled so as not to interfere with the work schedule of the members and shall be without supplemental monetary compensation.
- F. Safety concerns may also be included as topics of discussion at meetings of the Labor Management Committee.
- G. Unit members will report any unsafe working conditions to their supervisor. If the supervisor is the person causing the unsafe working condition(s) or practice then the unit member will report the practice to the Superintendent.
- H. Administrators will not discipline a bargaining unit member for reporting an unsafe condition or practice.

ARTICLE 10
LABOR MANAGEMENT COMMITTEE

- A. The Board or its designated representative(s) and the Association or its representative(s) agree to meet and discuss items of concern whenever either party request, such a meeting,

as long as the frequency is no greater than once a month.

- B. Such meetings shall be held at times and places as may be mutually agreed upon. Advance requests shall be made at least three (3) days before a proposed meeting date, along with the request shall be the agenda of items to be discussed. Meetings shall not exceed two (2) hours unless both parties agree to extend the meeting time.

ARTICLE 11
LEAVES

A. Military Leave:

1. In accordance with Ohio Revised Code, leave of absence, without pay or benefits, shall be granted to any regular contract classified employee who shall be inducted, called to active duty, or who enlists for military duty with any branch of the armed forces of the United States.
2. Any classified employee whose service in the Gallia County Local School District has been interrupted by active duty service in the armed forces shall be reemployed in accordance with the provisions of the Revised Code, and shall be given full credit in the salary schedule for such service.
3. Military Leave shall be granted pursuant to the Ohio Revised Code.

B. Adoption Leave:

1. An employee who adopts a child will be granted a leave of absence, without pay, for a maximum of the remainder of the semester in which the leave becomes effective and one (1) school year. Such leave will be granted upon written application made to the Superintendent thirty (30) days prior to the date of adoption. When the employee elects to use the maximum amount of adoption leave provided, the employee shall inform the Superintendent, in writing, of his/her intention to return to service at least 120 days before the employee expects to resume his/her duties.
2. For the first twelve (12) weeks of the leave, as per F.M.L.A., the Board will provide insurance benefits. After the twelve week period has expired, the employee pays the full premium.

C. Sick Leave:

1. Sick leave credit shall accumulate at the rate of 1 1/4 days per month and at a maximum of 15 days per year.
2. Each employee's maximum accumulation shall be 260 days.

3. Each beginning employee shall be granted a minimum of ten (10) days advance sick leave upon employment by the Board, but if the employee leaves the employment of the Board before ten (10) days have accumulated, the difference between the accumulated and the used days shall be deducted from the final pay due the employee.
4. Any employee transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to the Ohio Revised Code. Unused accumulation shall be reported to each employee by the Treasurer of the Board, by way of the payroll check stub. Sick leave may be used for absence due to personal illness, injury, exposure to contagious diseases which could be communicated to other employees or children, and disability due to pregnancy, during periods when the employee is not on maternity leave. Such leave shall be limited in accordance with the following paragraphs:
 - a. An employee may use up to five (5) days accumulated sick leave for death of the following immediate family members: spouse, children, stepchildren, father, mother, brother, sister, sister-in-law, mother-in-law, father-in-law, brother-in-law, grandparents, grandchildren, or anyone living in the same household as the employee. A member may use one (1) day accumulated sick leave for the death of the following members: aunts, uncles, nieces or nephews.
 - b. An employee may use accumulated sick leave for illness in the immediate family. Immediate family, according to this paragraph, shall be spouse, children, mother, father, grandchildren and others living in the same household as the employee.
5. Except in cases of death in the family provided in paragraph 1 above, if an employee is absent in excess of four (4) consecutive school days because of personal illness, illness in the immediate family, injury, exposure to contagious diseases or disability due to pregnancy, the employee must provide the Administration with a doctor's certificate setting forth the identity of the patient, the nature of the illness or disability involved, the need for the absence and the expected date the employee can return to work, before the employee will be eligible for sick leave beyond such four (4) consecutive school day period of absence.

D. Disability Leave:

1. After an employee's accumulated sick leave has been used up, should further physical or mental disability occur from personal illness, injury, exposure to contagious diseases, or pregnancy during a period when the employee is not on maternity leave, disability leave without pay or benefits shall be used for the remaining period of the disability leave of absence. An application for disability leave, without pay, shall be made by the employee in such cases. This application

must be accompanied by a statement from the attending doctor indicating the nature of the illness and a definite recommendation that the employee be relieved of his/her duties.

2. Insurance benefits will be paid by the Board for the first twelve (12) weeks of the leave, as per F.M.L.A., after which time the employee will have the option of continuing the insurance benefits by paying the full premium.
3. At least thirty (30) days before an employee on disability leave expects to resume his/her duties, the employee must request reinstatement in writing. Not less than ten (10) days before termination of disability leave, a doctor's statement must be submitted by the employee. This statement shall certify that the employee has been examined and is able to resume his/her duties when the leave of absence expires.

E. Maternity Leave:

It is recognized that pregnant employees may desire a consecutive period of time for leave during and after pregnancy. It is further recognized that the pregnant employee may desire this leave to include periods of time during which she is not physically or mentally disabled as a result of the pregnancy, as well as those periods when she is so disabled.

1. When a pregnant employee desires a period of time for leave due to maternity reasons and to return to the employ of the Board at a future date, she must make written application to the Superintendent for a leave of absence without pay. Such application must be accompanied by a doctor's written statement. To request the termination of a maternity leave, the employee must submit to the Superintendent of Schools by registered mail, return receipt requested, a written statement from her doctor certifying that she is able to resume her duties in the schools. This written statement shall be submitted no later than thirty (30) days before the beginning of the next school semester. Failure to submit this statement in a timely manner will result in loss of reinstatement rights for the next succeeding semester. The Superintendent may require verification of the statement. Reinstatement on the rolls shall occur no later than the beginning of the next semester immediately following the doctor's certification and the employee notification that she is ready for assignment. For the purposes of this provision, in paragraph three (3) below, the summer period between school years shall not be considered a semester.
2. Insurance benefits will be paid by the Board for the first twelve (12) weeks of leave, as per F.M.L.A., after which time the employee will have the option of continuing the insurance benefits by paying the full premium.
3. The maximum amount of leave granted for a maternity case shall be the remainder of the school year in which the leave becomes effective and one (1) additional school year. When the employee elects to use the maximum amount of maternity leave provided, she shall inform the Superintendent, in writing, of her intention to return to service at least 120 days before she expects to resume her duties. Failure

to comply with this regulation shall be deemed an automatic resignation.

4. The Administration may initiate maternity leave for a pregnant employee in accordance with the Board policy and the law at any time during the employee's pregnancy.
5. In the event of legislative action affecting these maternity leave provisions, or in the event of decisive court action to that effect, the parties agree to reopen negotiations on the affected maternity leave provisions only. In the event of a court decision from which a party at interest shall appeal, the parties to this Agreement shall reopen negotiations as provided above and the Board shall otherwise proceed in the implementation of the Court's decision unless a stay of executive is obtained.

F. Personal Leave:

1. At the beginning of each school year each classified employee shall be credited with three (3) days of personal leave. Such leave shall be used only for conducting personal business which cannot be conducted at a time other than during the regular school day and shall not be used as a vacation, holiday, or for any recreational purpose. Any employee using personal leave shall notify their immediate superior twenty-four (24) hours in advance except in cases of emergency. Such leave as specified in this policy shall be non-accumulative.
2. At the end of the year, each unused personal leave day shall be credited and added onto the employee's accumulated sick leave.
3. Personal leave may be granted in half (1/2) day increments.

G. Assault Leave:

1. In the event a covered employee is required to take a leave because of injuries received in a work connected assault, he/she shall be entitled to those benefits applicable under the Bureau of Worker's Compensation.
2. In order to qualify for such Worker's Compensation benefits, the employee must meet the requirements set forth by the Agency.
3. Whenever a covered employee is absent from employment as a result of personal injury sustained in the course of his/her employment, he/she will be paid his/her full salary for the period of his/her absence, less the amount of Workers Compensation award for disability due to said injury. No part of such absence will be charged to his/her annual or accumulated sick leave. Limit of assault leave will be sixty (60) days.

H. Association Leave:

1. The Board shall allow a total of ten (10) days per year for up to three (3) Association members with continuity of pay for the purpose of attending the two (2) OEA Representative Assemblies.

I. Family and Medical Leave Act of 1993:

1. The Board and Administration agree to abide by the Family and Medical Leave Act of 1993.
2. For purposes of F.M.L.A. leave, a year shall be defined as the twelve (12) month period of time from the last usage of this leave under the F.M.L.A. by the employee.

ARTICLE 12
JURY DUTY

Classified employees, upon written request to the employee's immediate supervisor, shall be eligible for leave for the number of days or partial days needed to accept jury duty. Upon submission of his/her check received for jury duty, endorsed payable to the Board, the employee shall be paid the difference between his/her jury pay and his/her regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.

ARTICLE 13
WORK WEEK

- A. The work week shall be defined as that period of time beginning 12:01 A.M. Monday and ending 12:00 Midnight Sunday for all members of the bargaining unit with the exception of members employed to provide security services for the district. The work week for those members employed to provide security services shall cover the same consecutive hours but need not coincide with the calendar week and may begin and end on any day in any hour of the day. The work week shall not be changed to evade overtime payment requirements.
- B. The Board agrees that if any employee is requested to and does perform work normally performed by an employee holding a higher classification, that such employee shall receive the rate of pay normally paid the higher classified employee after one (1) normal work day.

ARTICLE 14
PAY PERIODS

Each member of the classified employee staff shall be offered written contracts in keeping with the provisions of the Ohio Revised Code.

- A. Any agreement to perform extra duties for which compensation is to be paid will be paid at the employee's appropriate rate of pay.

- B. Classified employees shall be paid bi-weekly in 26 equal installments, with the first pay period falling on or before the third Friday following the opening of school. All employees shall be paid through direct deposit. All new employees hired after July 1, 2013 shall be provided the pay stubs at his/her district email account. Current employees may have his/her pay stub provided electronically and/or via a paper stub.
- C. Employees working in a given building will have preference over non-building employees or substitutes when extra work is necessary. All hours over forty (40) in one (1) work week shall be paid at the rate of time and one-half (1-1/2) the normal hourly rate. However, upon approval of the immediate supervisor, secretaries who are requested by their administrator to work beyond their seven (7) hours in one (1) work day shall be paid at the rate of time and one-half (1-1/2). Employees shall, at their option be allowed to take compensatory time off in lieu of moneys earned in overtime. Compensatory time off will:
 - 1. be taken at the appropriate rate of overtime;
 - 2. shall not be carried over from one (1) year to the next;
 - 3. must be taken within sixty (60) days of the last day of overtime, on a date mutually agreed upon by the employee and the employee's immediate supervisor.

ARTICLE 15
TRANSFERS, REASSIGNMENT AND PROMOTIONS

- A. When a vacancy occurs in a classification, it shall be posted within thirty (30) working days of the date the vacancy occurs. The posting will be emailed to each employee at his/her District email address and placed on the District website. The position shall not be filled for a period of ten (10) work days from the date of the email. All postings will include the job description and all qualifications necessary for the position.
- B. Definition of a Vacancy:

A vacancy shall be defined as any position which the Board intends to fill, resulting from:

 - 1. an employee's leaving employment as a result of a termination, resignation, or death;
 - 2. an employee's non-renewal;
 - 3. an employee's transfer to another bargaining unit position;
 - 4. an employee's assuming a non-bargaining unit position;
 - 5. an employee's long-term leave of absence (i.e., for more than one (1) year or SERS Disability) when it is not specifically provided for by the O.R.C. that the employee

retains the right to return to a similar position; and except in the case of openings created as a result of an employee's maternity leave; and/or;

6. the creation of a new position.

C. After the closing of the posting, the Board will have thirty (30) work days to fill the vacant position. Any qualified employee may request the vacant position in writing. In selecting the replacement employee, the Board shall apply the following formula:

1. The vacant position shall be offered to the employees within the classification of the position.
2. If an employee within the same classification requests the position in writing, the employee with the highest seniority within the classification (as defined in Article (18(B))) shall be awarded the position.
3. If a vacancy was bid on thirty (30) days prior to the end of the school year, the bargaining unit member will be transferred according to the contract. If the vacancy occurs within the last thirty (30) days of the school year, the individual will remain in their current position until July 1.

If no bargaining unit member has applied for a vacancy which occurs during the second semester, the Board may place a substitute employee in the vacancy for the remainder of the school year.

4. If the position is not filled by an employee within the same classification as the vacancy, it shall be offered to the employee who meets the qualifications (technical skills, past evaluations, job description, educational background, etc.), established by the job posting and who has the highest seniority within the District (Seniority to be determined in accordance with Article 18(A)).
5. If an employee is not selected through the above process, the Board may fill the position with a newly hired employee.
6. All transfers and/or reassignments are to be made without prejudice.

ARTICLE 16 **DISCIPLINE**

A. No employee shall be disciplined without first having had a hearing with an Association Representative of his/her choice present, if the employee so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing at least twenty-four (24) hours prior to the scheduled hearing, except in the case of an oral reprimand. The written statement shall notify the employee of his/her right to Association representation. The employee must sign the statement acknowledging receipt of the statement and the date received.

- B. At the disciplinary hearing, the alleged misconduct shall be explained and the member shall be informed of the facts leading up to the disciplinary action.
- C. Disciplinary action shall consist of a course designed to improve the quality of the employee, except in cases where the presence of the employee on the job or at their work location shall pose a threat to the health or safety of himself or others. The measures of discipline shall follow in the order listed below unless the severity of the infraction warrants accelerated discipline:
- | | | |
|----|-----------------|------------------------------------|
| 1. | First Offense: | Oral Warning |
| 2. | Second Offense: | Written Warning |
| 3. | Third Offense: | Possible Suspension or Termination |
- D. A copy of any written reprimand shall be given to the member before placement in the member's personnel file. The member shall be given the opportunity to attach a written rebuttal within ten (10) work days.
- E. If a member of the bargaining unit feels that any disciplinary action is unwarranted, he/she shall have the right to file a grievance in accordance with this Agreement.
- F. Contract termination shall be for just cause.
- G. Verbal reprimands may only be used to support the movement to a higher disciplinary step if the same or similar conduct resulting in the verbal reprimand occurred within one (1) year of the new misconduct. Written reprimands may only be used to support the movement to a higher disciplinary step if the same or similar conduct resulting in the written reprimand occurred within two (2) years of the new misconduct. Suspensions may only be used to support the movement to a higher disciplinary step if the same or similar conduct resulting in the suspension occurred within three (3) years of the new misconduct.

ARTICLE 17
REDUCTION IN STAFF

- A. Employees may be laid off by seniority within a classification when their positions are eliminated as a result of the following: (1) Abolishment of positions, (2) Reduction of a program, (3) Lack of work, (4) Lack of funds. This will be on a district wide basis.
- B. Notification of Anticipated RIF:

If the Board determines a RIF may occur, the Board shall notify the Association in writing, not less than forty (40) days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; and the effective date of the RIF.

Within seven (7) work days of receipt of the notification, representatives of the Board and

the Association shall meet to review the proposed RIF.

C. Implementation:

In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:

1. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
2. Members on limited contracts shall be laid off in reverse seniority order within the classification.
3. Members on continuing contracts shall be laid off in reverse seniority order within the classification.
4. Members with prior experience in other classifications within the bargaining unit shall have "displacement rights" over less senior members within the same classification.
5. During the implementation of a RIF, no reassignment or transfer shall occur that will cause a more senior employee to be laid off before a less senior employee.
6.
 - a. Layoff shall occur by suspension of contract. No bargaining unit member's limited contract may be nonrenewed for the reasons stated in Section A of this Article.
 - b. A member to be laid off shall be given thirty (30) work days advance written notification prior to the implementation of the RIF.

D. Recall:

1. All unit members who have been laid off shall be placed on a recall list for a period of two (2) years from the effective date of the lay off.
2. Members on continuing contracts shall be recalled first, in decreasing order of seniority as defined in Article 18 (B). Members on limited contracts shall be recalled second, in decreasing order of seniority.
3. As a vacancy occurs, the most senior unit member laid off from the classification in which the vacancy occurs, shall be recalled to the vacant position. If no member on the recall list was laid-off from the classification of the vacancy, the most senior member on the list, as defined in Article 18 (A), shall have the right to accept and/or reject recall to the vacant position provided he/she meets the qualifications as set by the Board. If the most senior member rejects recall to a different classification, the vacancy shall be offered to other members on the list who meet the qualifications set by the Board in decreasing order of seniority, who shall also

- have the right to accept or reject recall to a different classification.
4. Notice of recall shall be given by certified mail with a ten (10) work day return to the last address given to the Board by the member. A copy of the recall notice shall be sent to the Association. If a member fails to respond within ten (10) work days after the date of receipt of the notice, he/she shall be deemed to have refused the position offered.
 5. Any member on the recall list who rejects recall to a different classification from which he/she was laid off and/or who rejects placement on a substitute list shall remain on the recall list and shall not have his/her right to unemployment compensation challenged.
 6. No new hire shall be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position.
 7. No transfer and/or reassignment shall be made during a period of RIF that prevents the recall of a member.
 8. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off member.
 9. Upon reinstatement from a layoff, such member shall retain all previous accumulated seniority, sick leave and other benefits awarded by this Agreement.

ARTICLE 18
SENIORITY

A. District Seniority:

1. District seniority shall be used primarily for salary schedule purposes. District seniority will be computed from a member's most recent date of hire with the Gallia County Local Schools or its predecessors and will begin to accrue as of his/her first day of actual service in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absences and for a period of two (2) years from the effective date of layoff.
2. Time spent on inactive pay status (unpaid leave) or time spent in non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
3. A tie in District seniority shall be broken by the following method to determine the most senior member:
 - a. The date of employment as a bargaining unit member as determined by Board minutes; then

- b. By lottery, with the most senior member being the one whose name is drawn first, etc. All members affected by the lottery will be notified in order that they can be present at the drawing.
- B. Classification Seniority:
 1. Seniority within classification shall be utilized for vacancies, transfers, reassignments, and reductions in force.
 2. Seniority within classification will begin to accrue as a member's first day of actual service in that classification. Seniority will continue to accrue during all paid leaves of absence and for two (2) years from effective date of layoff from that classification.
 3. A tie in seniority within classification shall be broken by the following methods:
 - a. Date of initial service within that classification.
 - b. By lottery, with the most senior member being the one whose name is drawn first, etc. All members effected by the lottery will be notified in order that they can be present at the drawing.
- C. Seniority shall be lost when a unit member retires or resigns; is discharged for a cause; or otherwise leaves the employment of the Board.
- D. The Superintendent must provide the Association with a seniority list by classification prior to November 1 of each contract year. Such list shall include name, classification, type of contract (limited or continuing), and the first day of continued employment.

ARTICLE 19
HOLIDAYS

- A. Regular Classified Personnel will have the following paid holidays:
 1. Regular Classified Personnel employed on a nine (9) or ten (10) month basis will be entitled to the following holidays with pay:

New Years Day
Martin Luther King Day
President's Day
Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

2. Regular Classified Personnel employed on an eleven (11) or twelve (12) month basis will be entitled to the following holidays with pay:

New Years Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

3. Regular Classified Personnel employed on less than nine (9) months basis are entitled to those enumerated holidays which fall within their period of employment.

B. Holiday Overtime:

For all work performed on a holiday the employee shall receive standard holiday pay in addition to being paid at the rate of double (2X) for all hours worked.

ARTICLE 20
PROVISIONS CONTRARY TO LAW

This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Ohio Revised Code Section 4117.10 (A)), all Civil Service Rules and Regulations, and all policies, rules and regulations of the Board. However, should the State Employment Relations Board or any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful (in accordance with Section 4117.10 (A), such provision shall be automatically terminated but all other provisions of this Agreement shall remain in full force and effect.

The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Agreement into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

ARTICLE 21
VACATIONS

- A. All twelve (12) month employees will be entitled to vacation upon request with pay as follows:

1. After one (1) year and including year nine (9), members will be entitled to two (2) weeks paid vacation (ten (10) working days).

2. After ten (10) years service and including year fifteen (15), members will be entitled to three (3) weeks paid vacation (fifteen (15) working days).
 3. After sixteen (16) years service and including year twenty-four (24), members will be entitled to four (4) weeks paid vacation (twenty (20) working days).
 4. After twenty five (25) years service and including year twenty-nine (29), members will be entitled two (2) additional days (twenty two (22) days).
 5. After thirty (30) years service - two (2) additional days.
 6. After thirty five (35) years service - two (2) additional days.
- B. An employee may take “pay in lieu of vacation” for five (5) days of his/her vacation accumulation. Said employee must notify his/her supervisor by May 1st of any year if they wish to take pay in lieu of vacation. The requirement for the May 1st notification only applies to sell back of days over the summer months.
- C. Personnel serving on twelve (12) month contracts will make their request for vacation on an authorized form which will be submitted to the Superintendent or his/her designee for approval. Requests for vacation must be submitted at least one (1) week prior to the date the vacation is scheduled to begin. Emergency vacation requests may be approved by the Superintendent and his/her designee. Vacation may be taken at any time during the year. At least one (1) week may be scheduled during the school year as approved by the administration. All twelve (12) month employees with more than fifteen (15) years of service are required to utilize at least one (1) week (five (5) consecutive days) of their vacation leave during the school year. Vacation requests will not be unreasonably denied.

The District and Building administration and custodial staff within each building shall consult with one another *prior* to scheduling vacations in order to provide as much flexibility as possible in vacation choice and in job coverage.

ARTICLE 22 **MILEAGE ALLOWANCE**

Any employee required to use his/her own vehicle to service the Board shall be reimbursed at the IRS allowable rate.

ARTICLE 23 **BUS DRIVERS**

- A. The established driving time for regular and special routes will be determined by the Administration, after consultation between the bus driver and the building principal. The established time shall not be changed unless authorized by the Director of Transportation. When routes are posted the route will be identified, with the understanding that the route is

subject to change.

- B. Each regular driver shall be paid for all time that is spent driving their bus routes, dead head time, routine bus maintenance (i.e. oil change, lube and etc. as deemed necessary by the mechanic, if the driver is required to wait on the bus) and breakdowns.
- C. Except as exempt by administration direction (e.g., the contingency weather plan), if a route is not driven, the driver will be subject to disciplinary action.
- D. Drivers required to drive a portion of another route will be paid the established hourly rate for the actual driving time required for that portion.
- E. Drivers required to extend their regular route due to roads being closed will be paid for the additional time required as approved by the Administration.
- F. Drivers required to reduce their regular route due to roads being closed will be paid for the actual reduced amount of time.
- G. The driver's regular hourly rate of pay shall be paid for Vocational Routes.
- H. Drivers will be paid for all other trips at the rate of Ten Dollars (\$10.00) per hour. This time is calculated as follows:

Beginning from the Administrator requested time to begin loading students until the time the driver no longer has student responsibilities, returns to storage, or returns to original departure, whichever applies. Drivers will be given up to a maximum of an additional 15 minutes of drive time to and from storage if applicable.

Overnight Trip:	\$100.00 plus meals and lodging
Random Drug Testing:	\$25.00

- I. Contracts will be issued for combined regular and special routes for those drivers affected. No driver shall be permitted to resign a portion of their assignments without special permission from the Board of Education. If written notice is received by the Administration prior to March 15th of the preceding school year, special consideration will be given to the request for partial resignation.
- J. Drivers will be responsible for time spent on warm-up safety checks, and clean-up without extra pay.
- K. The Administration may use substitute drivers for extra-curricular trips only after polling all regular bus drivers on the list within the attendance area.
- L. Each regular driver is guaranteed at least a three (3) hour route.
- M. Substitutes for regular drivers driving a vocational or special education route shall be

assigned to an eligible regular driver on a rotating seniority basis instead of a substitute. An eligible driver is defined as a regular driver who has completed his/her regular route in time to serve as a vocational or special education route substitute.

- N. Bus drivers certification physicals shall be paid by the Board provided the bus driver obtains his/her physical from the Board appointed physician.
- O. Consequences for violation of alcohol/drug testing requirements:
 - 1. During the initial three year evaluation/probationary period, a position drug and/or alcohol test will result in automatic termination of the employee.
 - 2. Employees who have served three full years with the district and test positive for drug and/or alcohol, will be subject to the disciplinary procedures set forth in Article 16 (discipline). The employee will be automatically referred for counseling/treatment at the employee's expense. Such employee shall not be returned to driving status until all requirements under federal law are met. The Board reserves the right to hold disciplinary action in abeyance until successful completion of a treatment program for substance abuse.
 - 3. Any employee who has two (2) positive drug and/or alcohol test results shall be immediately terminated.
- P. During afternoon hours of a regular school day when drivers are transporting students, there will be Central Office personnel available to answer the telephone or radio.

ARTICLE 24
EXTRA BUS TRIPS

- A. Two (2) bus driver rotation list(s) shall be maintained by the Administration for each of the four (4) service areas. One (1) list shall contain the drivers interested in Board paid trips, the other list shall contain the drivers interested in trips paid by activity funds. These lists are to be updated in August, November and March of each school year. Drivers must indicate their desire to be on the rotation lists. All regular drivers' names shall be listed in order of seniority as determined by the last date of hire in this district.
- B. All extra bus trips shall be assigned on a rotational basis using the list described in Section A of this Article. Drivers shall be polled in descending order of seniority. Drivers who have previously had an extra trip on that rotation shall be polled only after those who have not previously had a trip on the same rotation. If a driver is ineligible for an extra trip because it interferes with his/her regular bus route, he/she shall remain eligible for other trips on that rotation. If a driver refuses an extra trip, he/she shall forfeit any right to a trip on that rotation.
- C. If no driver is obtained through the polling process, the trip shall be assigned on a mandatory rotation basis to the least senior driver who has not previously had such a trip.

In such cases where there is a difference between a driver's regular route pay and the extra bus trip pay the Board agrees to pay whichever is greater of the two.

- D. No later than forty-eight (48) hours after a trip has been approved, the supervisor/designee shall begin polling drivers in an attempt to secure a driver for the approved trip.

The supervisor/designee shall make two (2) calls to the driver in a fifteen (15) minute span of time. If the driver has not responded to the call, they have waived their right to the extra trip.

Athletic trips that have been scheduled shall be posted at the first in-service of each school year. Assignment will be made at the beginning of each school year. Assignment will be made at that time and any driver not attending waives their bidding rights to those trips that are available.

If a driver accepts a trip and then cannot take the trip, it shall be that driver's responsibility to secure a driver for their trip. The driver must notify the supervisor that has the responsibility for the trip that they will not be driving and they must then tell who has assumed the trip.

Any driver who refuses an extra trip three (3) times during any update period shall be removed from the list for extra trip calls.

- E. If a driver is improperly skipped for an extra trip, upon receiving notification of the error, the driver shall be placed at the top of the list and be awarded the next available extra trip.

ARTICLE 25 **SEVERANCE PAY**

Classified employees shall receive severance pay upon retirement from active service with the Gallia County Local School District as follows:

1. Employees with twenty (20) or more years of service with the Gallia County Local School District, or any of its predecessors, shall be paid one fourth (1/4) of their accumulated unused sick leave with a maximum based upon one fourth (1/4) of two hundred and thirty two (232) days (58).
2. Employees with ten (10) or more years of service with the Gallia County Local School District, or any of its predecessors, shall be paid one fourth (1/4) of their accumulated unused sick leave with a maximum based upon one fourth (1/4) of one hundred and ninety two (192) days (48).
3. Employees with 5 years of service with the Gallia County Local School District, or any of its predecessors, shall be paid one fourth (1/4) of their accumulated unused sick leave with a maximum based upon one fourth (1/4) of one hundred and seventy two (172) days (43).

4. In the event an employee dies, who is eligible for retirement at the time of death, his/her spouse or estate will receive the employee's severance pay.
5. Payments under this provision shall be based on the employee's per diem rate at the time of retirement.
6. Severance pay shall be paid only after receipt by the Superintendent of written evidence of approval of retirement benefits by SERS.

ARTICLE 26
REPORT PAY

In the event an employee is required to report other than his/her regular schedule, he/she shall be paid the amount of time worked at his/her applicable rate of pay. Minimum of two (2) hours.

ARTICLE 27
INSURANCE

The Board shall provide all bargaining unit members hospitalization, surgical and major medical insurance coverage. Each employee shall pay the Fifty Dollars (\$50.00) per month for a family plan and Twenty Five Dollars (\$25.00) per month for a single plan. If two employees are married, the Board of Education shall One Hundred Percent (100%) of the health insurance premiums for a family plan, or two (2) single plans, for the employees.

- A. The Board shall provide all bargaining unit members hospitalization, surgical and major medical insurance coverage

A health insurance committee will be created comprised of ten (10) members: three (3) from the GCLEA, three (3) from the Board of Education, one (1) from the exempt staff and three (3) from the GLSSA. The Committee shall be responsible for reviewing the plan design and making recommendations regarding plan amendment. The Committee shall meet no later than March 1 of each plan year to review the plan in accordance with the requirements of this section. The Committee shall insure that the premiums for the plan do not increase by more than five percent (5%) each year of the contract. The Committee's recommended plan shall be adopted by the Board so long as it is within the cost parameters of this section.

- B. Life Insurance:

The Board shall pay the full premium for group term life insurance in the amount of \$25,000 AD&D through a carrier of the Board's choice on the lives of all members of the bargaining unit.

- C. Dental Insurance:

The Board agrees to pay for the complete cost of a dental insurance plan for all employees

and members of the employee's immediate family, namely spouse and children, consisting of the following:

Deductible:	Coverage:
\$50.00/person/year	100/80/50
\$100.00/family/year	
Maximum benefits:	\$1,500.00 per year
Maximum benefits for Orthodontics:	\$1,000.00 lifetime

D. Health Insurance Opt-Out Incentive Plan:

Within forty-five (45) days following the ratification of this Agreement the Board will implement the following plan:

1. Eligible Participants:

All bargaining unit members who began employment with the Board of Education prior to July 1, 2012, and are currently insured under the health Insurance plan provided in this Agreement and, who may be insured under another health insurance plan, may elect to opt-out of the Board-approved health insurance plan by completing the Application For Participation In Health Insurance Conservation Incentive Plan.

2. Opt-Out Benefits:

Each eligible bargaining unit member electing to opt-out of the Board-approved health insurance plan shall receive an incentive payment equal to fifty percent (50%) of the amount which the Board would have been required to contribute to that member's health insurance premium payment had the member continued to subscribe to that coverage. Spouses within the district may opt-out and receive ¼ the cost of the single plan.

The above reimbursement shall be capped at the dollar amount in effect in 1999 (i.e. 50% or 25% of the 1999 premium cost).

3. Involuntary Changes In Insured Status:

Any eligible bargaining unit member who elected to opt-out of the health insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved health insurance plan(s). Notice of intent to enroll will be provided the Treasurer not later than the third Monday of the month following the qualifying event with coverage to be effective in the first day of the following month.

4. Voluntary Changes In Insured Status:

Subject to provisions of paragraph 3 above, any bargaining unit member who elected to opt-out of the Board approved health insurance plan provided in this Agreement may enroll in the Board-approved health insurance plan(s) during the next annual open enrollment period. Any such member shall notify the Treasurer that he/she intends to re-enroll in the Board-approved health insurance plan(s).

5. Reimbursement Date:

Eligible members opting-out of the health insurance plan provided in this Agreement shall be reimbursed in accordance with the provisions of paragraph 2 above in a lump sum payment.

6. Employees who began employment after July 1, 2012 shall not be eligible for this health insurance opt out. If two employees are married, the Board shall pay 100 % of the health insurance premiums, however the employees are not eligible for the opt out.

E. 125 Plan

The Board of Education shall provide a Section 125 plan to allow health insurance premiums and all other legally permissible expenses to be deducted on a pre-tax basis and paid from the account in accordance with the permissible legal limits. Costs of administering the plan shall be borne by the Board of Education.

ARTICLE 28
SALARY SCHEDULE

Gallia County Local School District
Support Staff 2013-2014 & 2014-2015 Salary Schedule

Head Cook	<i>182 + 8 paid holidays = 190 day contract</i>
	<i>7.5 hours per day</i>
0 years	\$ 14.52
3 years	\$ 14.75
6 years	\$ 14.93
9 years	\$ 15.10
12 years	\$ 15.35
18 years	\$ 15.75
Regular Cook	<i>182 + 8 paid holidays = 190 day contract</i>
	<i>7.5 hours per day; part-time 4 to 5 hours per day</i>
0 years	\$ 14.02
3 years	\$ 14.23
6 years	\$ 14.41
9 years	\$ 14.52
12 years	\$ 14.77
18 years	\$ 15.17
Bus Driver	<i>182 + 8 paid holidays = 190 day contract</i>
	<i>hours per day based on established route time</i>
0 years	\$ 17.59
3 years	\$ 17.96
6 years	\$ 18.31
9 years	\$ 18.68
12 years	\$ 18.93
18 years	\$ 19.33
Head Mechanic	<i>260 day contract - includes 9 paid holidays</i>
	<i>8 hours per day + 1/2 hour unpaid lunch</i>
0 years	\$ 16.94
3 years	\$ 17.20
6 years	\$ 17.47
9 years	\$ 17.73
12 years	\$ 17.98
18 years	\$ 18.38

Regular Mechanic

260 day contract - includes 9 paid holidays
8 hours per day + 1/2 hour unpaid lunch

0 years	\$ 16.49
3 years	\$ 16.76
6 years	\$ 17.00
9 years	\$ 17.17
12 years	\$ 17.42
18 years	\$ 17.82

Custodian

260 day contract - includes 9 paid holidays
8 hours per day + 1/2 hour unpaid lunch; part-time 4 hours per day

0 years	\$ 15.07
3 years	\$ 15.31
6 years	\$ 15.50
9 years	\$ 15.67
12 years	\$ 15.92
18 years	\$ 16.32

Elementary Secretary

197 + 8 paid holidays = 205 day contract
8 hours per day + 1/2 hour unpaid lunch

0 years	\$ 15.07
3 years	\$ 15.31
6 years	\$ 15.50
9 years	\$ 15.67
12 years	\$ 15.92
18 years	\$ 16.32

High School Secretary

217 + 8 paid holidays = 225 day contract
8 hours per day + 1/2 hour unpaid lunch

0 years	\$ 15.07
3 years	\$ 15.31
6 years	\$ 15.50
9 years	\$ 15.67
12 years	\$ 15.92
18 years	\$ 16.32

Aide

182 + 8 paid holidays = 190 day contract
7 hrs per day + 1/2 hr unpaid lunch

Gallia County Local SSA
2013-2015

0 years	\$ 14.02
3 years	\$ 14.23
6 years	\$ 14.41
9 years	\$ 14.52
12 years	\$ 14.77
18 years	\$ 15.17

Courier	<i>260 day contract - includes 9 paid holidays</i>
	<i>6 hours per day</i>
0 years	\$ 14.94
3 years	\$ 15.66
6 years	\$ 16.15
9 years	\$ 16.68
12 years	\$ 16.93
18 years	\$ 17.33

(hours per day subject to change as needed by the board of education and/or administration)

For the 2013-2104 school year, each employee shall be given a wage bonus equal to 3% of the employee's base pay for that year, as set forth in the salary notice issued to each employee in July 2013. Payment shall be made by separate check no later than two (2) weeks after ratification. For the 2014-2105 school year, each employee shall be given a wage bonus equal to 3% of the employee's base pay for that year, as set forth in the salary notice issued to each employee in July 2015. Payment shall be made by separate check by August 31st.

ARTICLE 29
CALAMITY DAY

- A. All employees shall be paid their appropriate rate of pay for all days or a part of a day when schools, in which they are employed, are closed due to an epidemic, public calamity, or lawful order.
- B. On days that delayed starts are implemented, twelve month employees shall report to work at their normal time. Delayed starts are not part of the reasons stated in (A) or defined as a "calamity day."
- C. A twelve (12) month employee shall receive any district or state approved calamity day up to the maximum of five (5) days. Employees shall report to work after the fifth (5) day unless instructed otherwise by their supervisor or by a lawful order. If an employee is called out to work during the five (5) day period, they shall be paid time and a half for the hours worked. Employees at their option may take compensatory time for over-time.
- D. All compensatory time shall be taken at a time other than during the school year.
- E. Only an employee called by his/her immediate supervisor will be granted pay for calamity hours or days worked.
- F. Any employee who reports to work on his/her own will receive straight time for hours worked.

ARTICLE 30
TUITION REIMBURSEMENT

The Board shall pay an amount equal to two hundred fifty dollars (\$250) toward the cost of tuition for a member of the bargaining unit to attend a class sponsored by an accredited educational institution. A maximum of two thousand five hundred dollars (\$2,500) shall be appropriated for this purpose. In order to be eligible for reimbursement, a member must comply with the following:

- 1. The member must submit in writing to the Superintendent a request for course approval prior to registering for the course.
- 2. The member must state how this course would improve his/her performance or for what job opportunity he/she would like to become trained in the Gallia County Local School District.
- 3. The course must be an approved course of study offered by the accredited educational institution.

4. The employee must provide the Treasurer with official documentary evidence that a grade of "C" or better was earned.

Reimbursement shall be made on a first come first served basis.

ARTICLE 31
JOB DESCRIPTION REVIEW AND UPDATE COMMITTEE

A Job Description Review and Update Committee will be established consisting of three (3) members from the Administration and the Association to update job descriptions contingent upon Board approval pursuant to Board Policy.

ARTICLE 32
MANDATED TRAINING

- A. Any state mandated training for bargaining unit members will be paid for by the Board.
- B. Any employer required/mandated training for bargaining unit members will be at Board's expense.
- C. The Board shall pay for the six (6) hour advanced CDL training at the employee's hourly rate.

ARTICLE 33
SERS PICK UP SALARY REDUCTION PLAN

- A. The Treasurer is hereby authorized to contribute to SERS, in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of being paid by each employee through a salary reduction and forwarded to SERS on behalf of each employee to be treated as deferred salary otherwise payable to such employee in cash before the SERS deductions and taxable by the Federal and State governments.
- B. The Treasurer is also directed to prepare and distribute an addendum to each affected employee's contract which states:
 1. That the employee's contract salary is being restated as consisting of:
 - a. A cash salary component; and
 - b. A "pickup" component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee.

2. That the Board will contribute to SERS an amount equal to the employee's required contribution to SERS for the account of each employee; and
 3. That payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in an employee's contract).
- C. The Board's total combined expenditures for each affected employee's total contract salary payable in accordance with the Section (including "pickup" amounts) including its employer contribution to SERS shall not be greater than the amount the Board would have paid for each affected employee had this Section not been included in the Agreement.
- D. The Treasurer shall compute and remit its employer contribution to SERS based upon total contract salary, including the "pick-up". The Treasurer shall report for Federal and Ohio income tax purposes as an employee's gross income, the employee's total contract salary less the amount of the "pickup". The Treasurer shall report for municipal tax purposes the employee's total contract salary including the amount of the "pickup".
- E. Each affected employee shall assume all responsibility for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans in which he/she may be participating.

ARTICLE 34
INSTRUCTIONAL AIDES

In the event a teacher is absent and an aide is assigned to supervise a class or have extra classes assigned, the aide will be paid at his/her hourly rate, in addition to his/her normal hourly rate, for that period of time or for the length of time he/she has to supervise the extra classes.

ARTICLE 35
ATTENDANCE INCENTIVE

Each full time member of the bargaining unit shall be reimbursed for not using sick leave and personal leave as follows:

\$600 – No days absent (9 month)
\$300 – One (1) absent day (9 month)

\$750 – No days absent (12 month)
\$375 – One (1) absent day (12 month)

ARTICLE 36
ATTENDANCE

Regular attendance is important to the effective operation of the District. In order to encourage regular attendance the following items are instituted:

1. Attendance data shall be provided to each building principal/supervisor and association representative on a monthly basis.
2. In the event sporadic and regular absences are noted, the principal/supervisor and association representative shall jointly attempt to ascertain the reason(s). Depending on the apparent cause(s) of the absence, the principal/supervisor and association representative may offer various types of assistance to the staff member in helping to resolve the attendance issue. In the event an employee has excessive and blatant absence as determined by the building principal in consultation with the association representative, disciplinary action may be considered, including action 3319.18, O.R.C.
3. Attendance shall be a part of the employee's evaluation.
4. The board may establish an award/incentive program to recognize individual buildings which have achieved significant improvement in various criteria which are recognized as important to student success and the effective operation of the building. Each building (principal and staff) shall determine the use of any award established by the board. Said usage will be approved by the superintendent.

ARTICLE 37
STUDENT DISCIPLINE

Any bargaining unit member, if required by an Administrator to be present for student disciplinary reasons or other reasons on their own time, shall be paid at his/her hourly rate (view tapes, conference, meeting with Administrators, etc.).

ARTICLE 38
MECHANIC ON CALL

All mechanics, except the head mechanic, will be on a weekly on call rotation. The week shall be defined as Monday at 12:01 a.m. through Sunday at midnight. During the week the mechanic is on call, he/she shall be available to respond to any and all issues relating to the transportation department, including, but not limited to, bus accidents, bus breakdowns, etc. The mechanic shall be paid a stipend of fifty dollars (\$50.00) each week the mechanic is on call.

ARTICLE 39
DURATION

This agreement shall be effective July 1, 2013 and shall continue in full force and effect until midnight, June 30, 2015.

In Witness Whereof, the parties have caused this Agreement to be executed on the day and year first mentioned above.

FOR THE BOARD:

FOR THE ASSOCIATION:

BOARD, President

Association President

Date

Date

BOARD, Superintendent

Team Member

Date

Date

BOARD, Treasurer

Team Member

Date

Date

MEMORANDUM OF UNDERSTANDING

SICK LEAVE DONATION

A system to provide additional sick leave for those who have exhausted their sick leave due to catastrophic illness or due to extreme emergency shall be established. The amount of sick leave shall be created as follows:

1. The requesting party must have three (3) years of service in The Gallia County Local School District.
2. A request for sick leave shall be referred to the Superintendent and Association President. They shall jointly determine if the request is for a catastrophic illness or for an extreme emergency and shall consider other relevant factors. If they determine it is, the requesting party shall be eligible to receive additional sick leave. If they deny the request, their decision is final and not subject to the grievance procedure.
3. A donation form shall be distributed to each member of the bargaining unit for return within five (5) working days. A member may contribute up to three (3) days per school year. A contribution shall result in a permanent reduction in number of accumulated days for the donor.
4. The donor must have at least seventy-five (75) days of accumulated sick leave in order to be eligible to donate.
5. A donor may not be within five (5) years of his/her first year of eligibility for SERS retirement in order to be eligible to donate.
6. The maximum number of days any individual is eligible to receive will be one hundred, twenty (120) days in any given school year.
7. A *total* of not more than two hundred, forty (240) days of sick leave donation per school year shall be available for use under this Memorandum.
8. The Superintendent, Treasurer and Association President shall determine the number of days of eligibility for each request and may grant additional days under the same request if all relevant circumstances warrant it.
9. This provision shall be effective July 1, 2006 to June 30, 2009, and neither party is required to extend this Memorandum of Understanding nor is either party required to bargain this provision for any succeeding contract.

MEMORANDUM OF UNDERSTANDING

ELEMENTARY AND SECONDARY EDUCATION ACT
(ESEA)

Federal ESEA legislation requires that paraprofessionals meet one of three criteria to become qualified:

1. Complete at least two (2) years of study at an institution of higher education (defined as 48 semester or 72 quarter hours as verified by college transcript from an accredited institution of higher education); *or*
2. Obtain an Associate (or higher) Degree from an accredited institution of higher education (defined as any Associate Degree program from an accredited institution of higher education); *or*
3. Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment.

The *Parapro Assessment*, developed by Education Testing Service, will be the State Assessment for paraprofessionals in Ohio. On June 10, 2003, the Ohio State Board Of Education adopted a passing score of 456 as the passing score on this assessment.

It is the intent of the Gallia County Local Schools Board Of Education to adopt the *parapro assessment* as the primary, district-supported avenue of meeting the requirements for paraprofessionals of ESEA Section 1119: no child left behind. Compliance with this statute requires that:

1. Paraprofessionals employed *before* January 8, 2002, to meet one of the three criteria outlined in the statute by January 8, 2006.
2. Paraprofessionals employed *after* January 8, 2002, meet one of the three criteria outlined in the statute upon employment.

In the interest of supporting the paraprofessional staff members as they move to attain the "highly qualified" status required by ESEA "No Child Left Behind" federal legislation, the Gallia County Local Schools Superintendent will recommend to the GCLS Board Of Education that the Board:

- (1) pay the test fee for paraprofessionals employed by the school district.
- (2) pay mileage to the paraprofessional if the required test is not given within Gallia County.

Memorandum of Understanding
By and Between
Gallia County local School District Board of Education
And
Gallia County Local Support Staff Association
Regarding
Employment of Retirees

Whereas, the parties acknowledge that few qualified applicants exist for positions in certain areas of needs and positions of the district, and

Whereas, it is beneficial to both the District and the employees that retirees are considered to fill positions in these areas of shortage.

Now, therefore, the parties agree that retirees may be re-employed in bargaining unit positions subject to the following:

1. A retiree is defined as a staff member who has retired through a state or privately sponsored retirement system and is receiving a monthly stipend from said retirement system.
2. The Board retains the right to decide whether to hire a retiree and that decision will be made on a case by case basis.
3. A newly employed retiree shall initially be placed on a salary step as determined by the Superintendent.
4. A newly employed retiree shall be placed in his/her actual classification column as set forth in Article 28.
5. Retirement from Gallia County Local School District shall be considered a break in employment.
6. Individuals who are employed as defined in (1) shall not be eligible for hospital, surgical, prescription, major medical and dental benefits provided under Article 27 of the Contract. However, these individuals may receive an amount not greater than the cost of employee coverage under this contract.
7. Re-employed retirees will be eligible for all other Board provided benefits except as noted herein, including, but not limited to, life insurance coverage specified in Article 27 of the Contract.

8. Re-employed retirees may be employed on a series of one (1) year contracts. A retiree shall not be eligible for a continuing contract. The exception being any retiree employed prior to July 1, 2006.
9. Re-employed retirees shall not receive severance pay.
10. If the Board reduces staff in accordance with the Reduction in Force procedure in Article 17 of the contract, the retiree shall be considered the least senior professional employee in their area of certification/licensure. They shall be the first to have their contract suspended. They shall have no bumping rights.
11. Subject to these provisions, the retiree shall be a member of the bargaining unit, and entitled to all the rights and benefits of the Gallia County Local Support Staff Association/OEA/NEA.
13. The Board agrees to notify the Association of all retirees employed, along with their assignment.
14. Any retiree in the employment of the Board on July 1, 2006 shall be subject to the provision of the Memorandum of Understanding between the Board and the Association.

GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form:

1. Aggrieved
2. Administration
3. Association

Grievance Report

(Submit to Supervisor in Duplicate)

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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LEVEL II

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance (Include Article and Section violated) _____

2. Relief Sought _____

Signature

Date

C. 3. Disposition by Supervisor _____

Signature

Date

LEVEL III

A. Position of Grievant and/or Association _____

Signature

Date

B. Date Received by Superintendent or Designee _____

C. Disposition by Superintendent or Designee _____

Signature

Date

LEVEL IV
GRIEVANCE MEDIATION

A. Position of Grievant and/or Association _____

Signature _____ Date _____

B. Date Submitted to Mediation _____

C. Arbitration timeline on hold until completion of mediation process.

LEVEL V

A. Position of Grievant and/or Association _____

Signature _____ Date _____

B. Date Submitted to Arbitration _____

C. Disposition and Award of Arbitrator _____

Signature

Date

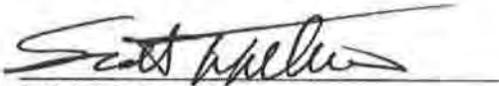
ARTICLE 39
DURATION

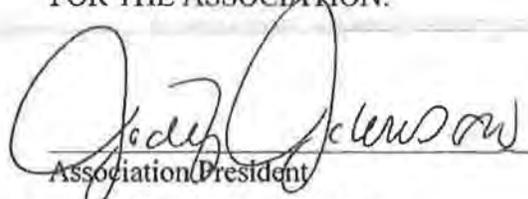
This agreement shall be effective July 1, 2013 and shall continue in full force and effect until midnight, June 30, 2015.

In Witness Whereof, the parties have caused this Agreement to be executed on the day and year first mentioned above.

FOR THE BOARD:

FOR THE ASSOCIATION:

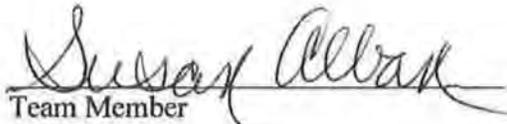

BOARD, President


Association President

12-9-13
Date

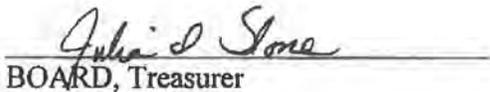
3-24-14
Date


BOARD, Superintendent


Team Member

12-9-13
Date

4-7-2014
Date


BOARD, Treasurer


Team Member

12-9-13
Date

4/10/14
Date

